

Christina N. Goodrich (SBN 261722)
christina.goodrich@klgates.com
Cassidy T. Young (SBN 342891)
cassidy.young@klgates.com
K&L GATES LLP
10100 Santa Monica Boulevard
Eighth Floor
Los Angeles, CA 90067
Telephone: +1 310 552 5000
Facsimile: +1 310 552 5001

Attorneys for Plaintiff
Entropic Communications, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ENTROPIC COMMUNICATIONS, LLC,

Plaintiff,

v.

COX COMMUNICATIONS, INC., *et al.*,

Defendants.

Case No. 2:23-cv-1049-JWH-KES
(Lead Case)
Case No. 2:23-cv-1050-JWH-KES
(Related Case)

**SUPPLEMENT TO SECOND
AMENDED COMPLAINT
AGAINST COMCAST**

ENTROPIC COMMUNICATIONS, LLC,

Plaintiff,

v.

COMCAST CORPORATION, *et al.*,

Defendants.

DEMAND FOR JURY TRIAL

1 Plaintiff, Entropic Communications, LLC (“Entropic”) submits this supplement
2 to its complaint for patent infringement against Comcast Corporation (“Comcast
3 Corp.”); Comcast Cable Communications, LLC (“Comcast Communications”); and
4 Comcast Cable Communications Management, LLC (“Comcast Management”)
5 (collectively “Comcast”). Plaintiff’s Proposed Third Amended Complaint for Patent
6 Infringement Against Comcast submitted herewith is incorporated by reference.¹

7 **COMCAST’S POST-SUIT WILLFUL INFRINGEMENT OF THE**
8 **ASSERTED PATENTS**

9 **COUNT IX**

10 **(Infringement of the ’275 Patent)**

11 1. Entropic served an infringement contention claim chart for the ’275 Patent
12 on November 3, 2023.

13 2. The ’275 Patent duly issued on October 10, 2023 from an application filed
14 September 30, 2022, an application filed July 12, 2022, an application filed January 28,
15 2022, an application filed March 30, 2021, an application filed June 4, 2019, an
16 application filed October 24, 2017, an application filed November 23, 2015, an
17 application filed February 10, 2015, an application filed August 8, 2013, an application
18 filed April 19, 2010, and, *inter alia* a provisional application filed April 17, 2009.

19 3. Entropic owns all substantial rights, interest, and title in and to the ’275
20 Patent, including the sole and exclusive right to prosecute this action and enforce the
21 ’275 Patent against infringers and to collect damages for all relevant times.

22 4. The ’275 Patent generally describes a wideband receiver system that
23 digitizes an input signal, selects desired channels from the digitized signal, and outputs
24

25 ¹ This supplemental pleading is intended to incorporate all allegations in the proposed
26 third amended complaint that occur on or after the filing of the original complaint. If,
27 for any reason, any such allegations are inadvertently omitted from this pleading, that
28 will be remedied in the final filing made following any grant of the motion for leave to
amend and supplement.

1 the selected desired channels for demodulation. A true and accurate copy of the '275
2 Patent is attached hereto as Exhibit 18.

3 5. The '275 Patent is directed to patent-eligible subject matter pursuant to 35
4 U.S.C. § 101.

5 6. The '275 Patent is valid and enforceable, and presumed as such, pursuant
6 to 35 U.S.C. § 282.

7 7. Comcast deploys one or more of the Accused Set Top Products in
8 connection with operating and providing the Accused Services.

9 8. The Accused Set Top Products deployed by Comcast to customer premises
10 remain the property of Comcast while deployed.

11 9. The Accused Set Top Products operate while deployed in a manner
12 controlled and intended by Comcast.

13 10. As set forth in the infringement contentions served on Comcast on
14 November 3, 2023 (attached hereto as Exhibit 19), Comcast has directly infringed and
15 is infringing at least Claims 1, 2, 5, 7, 8, 10-12, 15, 17, 18, and 20 of the '275 Patent by
16 using, selling, and/or offering for sale the Accused Services through the Accused Set
17 Top Products.

18 11. Each aspect of the functioning of the Accused Set Top Products described
19 in the claim chart operates while deployed to customer premises in a manner controlled
20 and intended by Comcast.

21 12. Comcast provides no software, support, or other facility to customers to
22 modify any aspect of the functioning described in the claim chart of the Accused Set
23 Top Products while deployed to customer premises.

24 13. Comcast directly infringes at least Claims 1, 2, 5, 7, 8, 10-12, 15, 17, 18,
25 and 20 of the '275 Patent by using, importing, selling, and/or offering for sale the
26 Accused Set Top Products (for example, the Arris AX013ANM STB) and/or the
27 Accused Services (for example, digitizing and selecting desired channels from an input
28 signal).

1 14. The use of the Accused Services through the Accused Set Top Products by
2 Comcast to, for example, demonstrate products in brick-and-mortar stores at 685 East
3 Betteravia Rd., Santa Maria, California, 93454; and 1145 N. H Street, Suite B, Lompoc,
4 California 93436, or to, for example, test those products, constitute acts of direct
5 infringement of at least Claims 1, 2, 5, 7, 8, 10-12, 15, 17, 18, and 20 of the '275 Patent.

6 15. Customers and subscribers of Comcast infringe at least Claims 1, 2, 5, 7,
7 8, 10-12, 15, 17, 18, and 20 of the '275 Patent by using the claimed method, at least
8 during receipt of the Accused Services utilizing, for example, the Accused Set Top
9 Products.

10 16. The Accused Set Top Products have no substantial noninfringing uses.
11 When an end user uses the Accused Set Top Products to receive the Accused Services,
12 the end user directly infringes at least Claims 1, 2, 5, 7, 8, 10-12, 15, 17, 18, and 20 of
13 the '275 Patent. The Accused Set Top Products are especially made or especially
14 adapted for use in an infringing manner.

15 17. Entropic has been damaged as a result of the infringing conduct alleged
16 above. Comcast is liable to Entropic in an amount that compensates Entropic for
17 Comcast's infringement, which by law cannot be less than a reasonable royalty, together
18 with interest and costs as fixed by this Court under 35 U.S.C. § 284.

19 18. Comcast has known of or has been willfully blind to the '275 Patent since
20 before, and no later than the date of, its acceptance of service of Entropic's infringement
21 contentions on November 3, 2023.

22 19. Since obtaining knowledge of the '362 family, of which the '275 Patent is
23 a member, and its infringing activities, Comcast has failed to cease its infringing
24 activities.

25 20. Comcast has known of or has been willfully blind to the '275 Patent since
26 at least November 3, 2023, when Entropic served Comcast its infringement contention
27 claim charts.

21. Comcast has been aware that it infringes the '275 Patent since well before, and no later than the date of, its receipt of Entropic's infringement contention claim charts served on November 3, 2023. Since obtaining knowledge of the '275 Patent and its infringing activities, Comcast has failed to cease its infringing activities.

22. Comcast's infringement of the '275 Patent is, has been, and continues to be willful, intentional, deliberate, and/or in conscious disregard for Entropic's rights under the patent.

23. Entropic is aware of no obligation to mark any instrumentality with the '275 Patent in accordance with 35 U.S.C. § 287.

COUNT X

(Infringement of the '438 Patent)

24. Entropic served an infringement contention claim chart for the '438 Patent on November 3, 2023.

25. As set forth in the infringement contentions served on Comcast on November 3, 2023, Comcast has directly infringed and is infringing at least Claims 1-5 and 9 of the '438 Patent, by using, importing, selling, and/or offering for sale the Accused Services.

26. Comcast has known of or has been willfully blind to the '438 Patent since before, and no later than the date of, its acceptance of service of Entropic's infringement contentions on November 3, 2023.

27. Comcast has known of or has been willfully blind to the '438 Patent since before, and no later than the date of, its acceptance of service of, Entropic's infringement contentions on November 3, 2023.

28. Comcast has been aware that it infringes the '438 Patent since well before, and no later than the date of, its receipt of Entropic's infringement contention claim charts served on November 3, 2023. Since obtaining knowledge of the '438 Patent and its infringing activities, Comcast has failed to cease its infringing activities.

1 Dated: December 15, 2023

Respectfully submitted,

2 By: /s/ Christina Goodrich

3 Christina Goodrich (SBN 261722)

4 christina.goodrich@klgates.com

5 Cassidy T. Young (SBN 342891)

cassidy.young@klgates.com

6 **K&L GATES LLP**

10100 Santa Monica Boulevard

7 Eighth Floor

Los Angeles, CA 90067

8 Telephone: +1 310 552 5000

9 Facsimile: +1 310 552 5001

10 James Shimota (*pro hac vice*)

11 Jason Engel (*pro hac vice*)

12 **K&L GATES LLP**

70 W. Madison Street, Suite 3300

13 Chicago, IL 60602

14 Tel.: (312) 372-1121

Fax: (312) 827-8000

15 jim.shimota@klgates.com

16 jason.engel@klgates.com

17 *Attorneys for Plaintiff*

18 *Entropic Communications, LLC*